

***TOWN COUNCIL***

***MEETING***

***PACKET***

**July 1, 2013**

Monday, July 1, 2013  
Town Hall, Council Chambers  
450 So. Parish Avenue  
7:00 PM



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**MISSION STATEMENT**-*"The mission of the government of the Town of Johnstown is to provide leadership based upon trust and integrity, commitment directed toward responsive service delivery, and vision for enhancing the quality of life in our community."*

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*Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position. If you wish to speak at the Town Council meeting, please fill out a sign-up sheet and present it to the Town Clerk.*

- 1) CALL TO ORDER
  - A) Pledge of Allegiance
- 2) ROLL CALL
- 3) AGENDA APPROVAL
- 4) RECOGNITIONS AND PROCLAMATIONS
- 5) PUBLIC COMMENT (three-minute limit per speaker)

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*The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to have an item discussed or if there is public comment on those ordinances marked with an \*asterisk. The Council member may then move to have the subject item removed from the Consent Agenda for discussion separately.*

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- 6) CONSENT AGENDA
    - A) Town Council's Meeting Minutes – June 17, 2013
    - B) Professional Services Agreement for Stakeholder Coordination Services (South Parish Avenue Trail Project) – Felsburg Holt & Ullevig
    - C) Resolution 2013-10, A Resolution Approving and Adopting a Policy for the Use of Apple Ipad Tablets Provided by the Town of Johnstown to its Elected Officials
  - 7) STAFF REPORTS
  - 8) OLD BUSINESS
  - 9) NEW BUSINESS
    - A) Presentation of 2012 Annual Audit Report, Mr. Ray Derr, CPA – Anderson-Derr PC
  - 10) COUNCIL REPORTS AND COMMENTS
  - 11) MAYOR'S COMMENTS
  - 12) ADJOURN
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**AGENDA ITEMS 6A-C**

**CONSENT**

**AGENDA**

- **Council Minutes – June 17, 2013**
- **Professional Services Agreement  
(Stakeholder Coordination Services)  
(Felsburg Holt & Ullevig)**
- **Resolution No. 2013-10  
(Ipad Tablet Policy)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** July 1, 2013

**ITEM NUMBER:** 6A-C

**SUBJECT:** Consent Agenda

**ACTION PROPOSED:** Approve Consent Agenda

**PRESENTED BY:** Town Clerk

**AGENDA ITEM DESCRIPTION:** The following items are included on the Consent Agenda, which may be approved by a single motion approving the Consent Agenda:

- A) Town Council Minutes – June 17, 2013
- B) \*Professional Services Agreement - Felsburg Holt & Ullevig Inc. (FHU) for Stakeholder Coordination Services
- C) \*\* Resolution No. 2013-10, A Resolution Approving and Adopting a Policy for the Use of Apple Ipad Tablets Provided by the Town of Johnstown to its Elected Officials

\*Based upon the presentation of the detailed cost estimate and preliminary design recommendations by Felsburg Holt & Ullevig (FHU), Town Council directed FHU to proceed with Task A, Stakeholder Coordination. Staff is recommending the professional services contract for engineering services for Task A of the South Parish Trail Design Project be awarded to FHU Inc., in an amount not to exceed **\$3,040** and authorize the Mayor to sign the agreement. The agreement is the town's standard professional services agreement which was prepared by the Town Attorney. According to the Town Treasurer, sufficient funds are available in the budget for the services.

\*\* As discussed at the June 17th Council work session, the attached resolution establishes a policy for the use of Apple Ipad tablets by elected officials.

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**LEGAL ADVICE:** The entire Consent Agenda may be approved by a motion of the Town Council approving the Consent Agenda, which automatically approves each and every item listed on the Consent Agenda. If a Council member wishes to have a specific discussion on an individual item included with the Consent Agenda, they may move to remove the item from the Consent Agenda for discussion.

**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Consent Agenda

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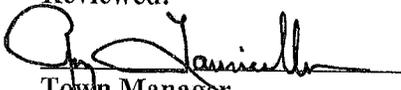
**SUGGESTED MOTION:**

**For Approval:** I move to approve the Consent Agenda.

**For Denial:**

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**Reviewed:**

  
Town Manager

**COUNCIL  
MINUTES**

The Town Council of the Town of Johnstown met on Monday, June 17, 2013 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Berg, James, Lebsack, Mellon, and Molinar Jr.

Those absent were: Councilmember Townsend

Also present: Russ Anson, Town Attorney, John Franklin, Town Planner, Roy Lauricello, Town Manager and Diana Seele, Town Clerk/Treasurer

Agenda Approval

Councilmember Lebsack made a motion seconded by Councilmember Berg to approve the agenda. Motion carried with a unanimous vote.

Recognitions and Proclamations

Proclamations Recognizing Roosevelt High School State Champions Jace Lopez and Tanner Starr were presented by Mayor Romanowski.

Consent Agenda

Councilmember Mellon made a motion seconded by Councilmember James to approve the Consent Agenda with the following items included:

- June 3, 2013 Town Council Meeting Minutes
- Payment of Bills
- May Financial Statements

Motion carried with a unanimous vote.

New Business

A. Continued Public Hearing – Parish Annexation, LLC –

Mayor Romanowski opened the Public Hearing at 7:25 p.m. and having no input closed the hearing at 7:30 p.m.

Councilmember James made a motion seconded by Councilmember Mellon to continue the public hearing to July 15, 2013. Motion carried with a unanimous vote.

B. Consider Agreement for Physical Fitness Technical Assistance Services – Proactive Therapy and Exercise Center – the Johnstown Police Department would like to implement physical fitness standards for current and prospective employees. Proactive Physical Therapy and Exercise Center consultants will perform the following study and develop the required standards. The cost

for the study and policy is \$5,000. Councilmember Berg made a motion seconded by Councilmember Molinar Jr. to approve the agreement for Physical Fitness Technical Assistance Services in an amount not to exceed \$5,000 and authorize the Mayor to sign it. Motion carried with a unanimous vote.

C. Public Hearing – Resolution No. 2013-09, Approving the Transfer of the Cable Franchise – Telephone and Data Systems, Inc. (TDS) parent company to TDS Telecommunications Corp. and Baja entered into an agreement for TDS to acquire substantially all of the assets of Baja. Baja is being acquired as an operating subsidiary of TDS Telecom and will continue to operate substantially the same way it does now, except that after the sale is concluded, Baja will have a new parent company. Services and rates will remain the same. The new name of the entity serving customers will be TDS Baja Broadband, LLC. Johnstown and other communities served by Baja are being asked to give their consent to the transfer of the cable television franchise to TDS Baja.

Mayor Romanowski opened the Public Hearing at 7:42 p.m. and having no public comment closed the hearing at 7:45 p.m.

Councilmember James made a motion seconded by Councilmember Lebsack to approve Resolution No. 2013-09. Motion carried with a unanimous vote.

There being no further business to come before the council the meeting adjourned at 7:53 p.m. p.m.

Mayor

Town Clerk/Treasurer

**PROFESSIONAL  
SERVICES  
AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and Felsburg Holt & Ullevig, Inc., hereinafter referred to as "Consultant."

**WHEREAS**, the Town needs stakeholder coordination services related to future design of pedestrian-related improvements on South Parish Avenue south of County Road 46, and;

**WHEREAS**, Consultant has the background, expertise, and education to provide such services.

**NOW, THEREFORE**, in consideration of the mutual covenants and stipulations hereinafter set forth, it is agreed as follows:

The Consultant will provide stakeholder coordination services, more specifically defined as follows:

1. **Scope of Services.** Consultant shall perform professional services as outlined in the proposal dated May 14, 2013, and attached as Exhibit A.
2. **Term of Agreement.**
  - A. Consultant will proceed with the performance of the services called for in the attached proposal dated May 14, 2013 and attached as Exhibit A, and shall comply with the requirements of Exhibit B.
  - B. In providing these services, Consultant will work directly with the Town Manager and under his direction.
3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit A, an amount not to exceed Three Thousand Forty and 00/100 dollars (\$3,040). Payment for services will be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement to the Town.
4. **General Terms.**
  - A. Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.
  - B. **Modifications.** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

- C. **Independent Contractor.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant.
- D. **Non-Appropriation of Funds.** Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- E. **Neutrality.** The Consultant assures that it will establish safeguards to prohibit its employees, agents, or servants from using this agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.
- No member of Town government, whether individual officers or employees, shall be admitted to any personal share, or afforded any pecuniary gain, remuneration, or part of this Agreement or any benefit that may arise therefrom.
- F. **Conflicts of Interest.** During the term of this Agreement, the Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.
- G. **Governing Law.** Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown.
- H. **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.
- I. **Transfer and Assignment.** The Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.

5. **Insurance**

- A. The Consultant agrees to obtain and maintain, at the Consultant's expense, such insurance as will protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect the Consultant from all claims for bodily injury, death, or property damage which may arise from the performance by the Consultant, or by the Consultant's employees, of the Consultant's functions and services required under this Agreement. The amounts of liability insurance shall not be less than \$150,000.00 per person/\$600,000.00 per accident and \$600,000.00 property damage. Consultant shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract.
- B. The Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

6. **Termination.** Either party to this Agreement may terminate this Agreement with or without good cause shown by giving the other thirty (30) days notice in writing. Upon delivery of such notice by the Town to the Consultant, and upon expiration of the 30-day period, the Consultant shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

The Town shall then pay the Consultant promptly that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed work prepared under this Agreement shall be delivered to the Town when and if this Agreement is terminated.

7. **Addresses of Notices and Communications.** All notices and communications under this Agreement to be mailed or delivered to Consultant shall be to the following address:

Jeff Dankenbring, PE  
Felsburg Holt & Ullevig  
6300 S. Syracuse Way, Ste. 600  
Centennial, CO 80111

All notices and communications pertaining to this Agreement shall be mailed or delivered to the Town at the following address:

Town of Johnstown  
Attn: Town Manager  
P.O. Box 609  
Johnstown, CO 80534



**Exhibit A**  
**SCOPE OF WORK FOR**  
**DESIGN ENGINEERING SERVICES FOR**  
**South Parish Avenue Trail Connection Project**

This project will commence as a two phase approach with the first phase including coordination and meetings with the Consolidated Hillsborough Ditch Company, Great Western Railway of Colorado (GWR) and with LAJCO Johnstown (Joe Tarantino - major property owner on west side of South Parish Avenue). Once the design parameters are established within the first phase, the second phase will commence that will include designing the required aspects of this project.

**I. STAKEHOLDER COORDINATION**

A. Consolidated Hillsborough Ditch Company

1. A meeting will be conducted with the Ditch Company to discuss the existing condition of the ditch structure under South Parish Road as well as the extension of this structure to accommodate the widened roadway on the west side of South Parish Avenue. The design parameters such as when construction can occur within the ditch will be established at this meeting.

B. Great Western Railway

1. Even though the Colorado Public Utilities Commission (PUC) will make the final determination for the crossing of the railroad, a meeting will be conducted with the Great Western Railway (GWR) to obtain their general approval of the crossing.

C. LAJCO Johnstown Property Owner

1. LAJCO Johnstown is the one major adjacent property owner that will be impacted with the widening of the west side of South Parish Avenue. A meeting will be conducted at the project onset with this property owner to discuss the planned improvements as well as to show how these improvements phase into the planned development within this parcel as well. This meeting will be used to gauge the willingness of the property owner to work with the Town on moving this project forward to implementation.
2. As part of this task, the Riverbend PUD agreement will be reviewed to understand the requirements of the adjacent development and the association with improvements to South Parish Avenue.

D. Deliverable

1. Brief memorandum will be prepared summarizing the discussions derived from the above coordination.



EXHIBIT B  
**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES  
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS**

Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the Department of Labor and Employment program.

Contractor is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statutes.

**IF CONTRACTOR VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS, THE TOWN MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL AND CONSEQUENTIAL DAMAGES TO THE TOWN OF JOHNSTOWN.**

**RESOLUTION**

**No. 2013-10**

**TOWN OF JOHNSTOWN**

**RESOLUTION NO. 2013-10**

**A RESOLUTION APPROVING AND ADOPTING A POLICY FOR THE USE OF APPLE IPAD TABLETS PROVIDED BY THE TOWN OF JOHNSTOWN TO ITS ELECTED OFFICIALS**

**WHEREAS**, the Town of Johnstown takes pride in the delivery of effective governmental services in a manner which is environmentally conscious, efficient and cost-effective; and

**WHEREAS**, the Town of Johnstown relies extensively on electronic data devices for its operations, including the regular use of electronic mail, electronic document storage, electronic document transmittal and electronic data display; and

**WHEREAS**, the use of electronic data devices and electronic media conserves natural resources by reducing the amount of paper used in the course of town business; and

**WHEREAS**, Johnstown Town Council concluded that the provision of an Apple iPad tablet for each elected official for town business is consistent with the Town's efforts to remain technologically efficient at all levels; and

**WHEREAS**, the Town of Johnstown reaffirms its commitment to adhere to all applicable requirements of Colorado law regarding open meetings, open records and fair campaign practices; and

**WHEREAS**, the Town of Johnstown desires to adopt the within stated policies as a tool for the efficient and proper use of Apple iPad tablets provided to its elected officials.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO**, that the within Resolution shall serve as the Town's policy for the use of Apple iPad tables issued by the Town to its elected officials.

**GENERAL PROVISIONS**

Each Town elected official will receive a functioning Apple iPad tablet for his or her official use. The Town will retain all rights of ownership associated with each Apple iPad tablet issued for the use of Town elected officials while serving as an elected official. The Apple iPad tablet issued to each Town elected official is Town owned equipment, and will remain the property of the Town. iPads must remain free of any writing, drawing, stickers, or labels that are not the property of the Town.

Town issued Apple iPad tablets will be loaded with software for the conduct of Town business as deemed necessary. Although the installation of other programs or applications is not prohibited, no other programs or applications shall be installed on Town issued Apple iPad tablets without prior consultation and approval by the Town Clerk.

Town issued Apple iPad tablets are primarily intended for the conduct of Town business. The use of Town issued Apple iPad tablets for purposes other than Town business is permitted; however, users are cautioned that data kept on Town owned computer equipment may be considered "kept and maintained" by the Town under the Colorado Open Records Act.

Town issued Apple iPad tablets may be used for the full spectrum of Town business, including but not limited to: note taking, public meeting preparation, public meeting participation, constituent communications, electronic mail communication, receipt of electronically-stored documents, internet research, storage of electronically-stored documents, transmission of electronically-stored documents, display of electronically-stored documents and modification of electronically-stored documents.

Each elected official will receive through the Town Clerk a password and a dedicated electronic mail address. Elected officials may use their Town issued Apple iPad tablets to receive, review and transmit electronic communication and documents within the Town's computer system as coordinated and facilitated through the Town Clerk.

Each Town elected official will take reasonable precautions to assure the security of the Town's computer system is protected, and that the Town issued Apple iPad tablet in his or her possession is properly cared for at all times.

### **ELECTRONIC MAIL COMMUNICATION**

Town issued Apple iPad tablets may be used for email communication for any lawful purpose including purposes unrelated to Town business. The electronic files associated with Town elected official email communication will be kept and maintained by the Town within its computer facilities.

The Colorado Open Records Act applies to electronic mail communication kept or maintained by the Town. As such, elected official email communication documents may be subject to inspection and copying, subject to provisions of the Act.

The retention, preservation and destruction of email files kept or maintained by the Town will be governed by the Town's policies as presently in place and as such, Town's policies which may later be amended.

## **OTHER ELECTRONIC DOCUMENTS**

Town elected officials will receive most documents related to Town business through the Town issued Apple iPad tablet via electronic mail. Town elected officials may use their Town issued Apple iPad tablet for any necessary and convenient purpose related to these documents. Town elected officials may use Town issued Apple iPad tablets for receipt and storage of documents not necessarily related to Town business; however, users are cautioned that data kept on Town owned computer facilities may be considered "kept and maintained" by the Town under the Colorado Open Records Act.

Documents and images stored on Town issued Apple iPad tablets may be considered "kept and maintained" by the Town under the Colorado Open Records Act, thus subjecting all such documents and images to inspection and copying subject further to the provisions of the Act. Town elected officials are not required to keep or maintain any documents within the Town issued Apple iPad tablet, and may delete or save to other data storage devices any file as is deemed appropriate from time to time.

## **USE OF TOWN ISSUED APPLE IPADS DURING PUBLIC MEETINGS**

In order to assure the preservation of due process right for participants in quasi-judicial proceedings before the Town Council, the use of Town issued Apple iPad tablets shall be limited exclusively to note taking during any quasi-judicial public hearing.

Subject to the foregoing limitations and consistent with the Town elected official's duties, Town issued Apple iPad tablets may be used during public meetings for:

- Review and display of documents, memoranda, correspondence and images;
- Note taking, document margin comments and similar purposes;
- Any other lawful purpose not inconsistent with the duties of public officials.

The use of Town issued Apple iPad tablets shall not distract, deter, interrupt, or in any way interfere with the conduct of public business during public meetings of Town elected officials.

## **USE OF TOWN ISSUED APPLE IPAD TABLETS FOR CANDIDATE AND/OR ISSUE CAMPAIGNS**

The use of Town issued Apple iPad tablets for the purpose of promoting a candidate nomination, retention, recall, or election, or for the purpose of promoting or discouraging a local ballot issue is prohibited.

**REPAIRING AND REPLACING IPAD**

Councilmembers are responsible for the general care of the iPad that they have been issued by the Town. Only a clean, soft cloth should be used to clean the screen. iPads that are broken or fail to work properly must be taken to the Town Clerk for an evaluation of the equipment. The Town will be responsible for repairing iPads that malfunction. iPads that have been damaged from misuse, neglect or are accidentally damaged, in the sole and exclusive judgment of the Town Clerk, will be repaired by the Town, with the cost borne by the Councilmember. Damage includes, but is not limited to, broken screens, cracked plastic pieces, and inoperability. If the cost to repair the iPad exceeds the cost of purchasing a new device, the Councilmember shall pay the full replacement value. If the iPad is stolen or lost, the Councilmember shall pay the full replacement value.

**RETURN OF IPAD**

Town Councilmembers shall return their iPad tablets to the Town Clerk when the individual Councilmember's term and service on the Town Council has ended. Upon return of the iPad to the Town and following the preparation of any appropriate backup files, the iPad will be wiped clean of any and all information at the end of a Councilmember's term and service.

**PASSED, SIGNED, APPROVED, AND ADOPTED** this    day of    , 2013.

**TOWN OF JOHNSTOWN, COLORADO**

By \_\_\_\_\_

**Mark E. Romanowski, Mayor**

**ATTEST:**

\_\_\_\_\_

**Diana Seele, Town Clerk**



**AGENDA ITEM 9A**

**2012  
ANNUAL  
AUDIT REPORT**

**(\*Note: The 2012 Audit Report may be found on your ipad under the ibook icon)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** July 1, 2013

**ITEM NUMBER:** 9A

**SUBJECT:** Presentation of 2012 Annual Audit Report

**ACTION PROPOSED:** Accept 2012 Annual Audit Report

**PRESENTED BY:** Mr. Raymond E. Derr, CPA - Anderson-Derr, P.C.

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**AGENDA ITEM DESCRIPTION:** Colorado Revised Statutes (CRS) 29-1-603 (Colorado Local Government Audit Law, Audits Required) provides in part for the following:

- The governing body of each local government in the state shall cause to be made an annual audit of the financial statements of the local government for each fiscal year.
- Such audit shall be made as of the end of the fiscal year of the local government, or, at the option of the governing body, audits may be made at more frequent intervals.
- An auditor shall conduct audits of each local government in accordance with generally accepted auditing standards.
- The expenses of audits required by this part six (6) shall be paid by the local government for which the audit is made. It is the duty of the governing body of the local government to make provision for payment of said expenses.
- The entities shall annually have an audit made by a certified public accountant and shall file a copy of the audit report made pursuant to such audit with the state auditor no later than thirty days after the report is received by such entity.

Additionally, Section 4-22 (Annual Audit) of the Johnstown Municipal Code requires that an annual audit be conducted regarding the financial affairs and transactions of the Town in accordance with the requirements of state law. The attached audit report is for the year ending December 31, 2012.

**Note:** Mr. Raymond Derr, CPA (Town Auditor) will be in attendance to present the Town's 2012 Annual Audit Report.

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**LEGAL ADVICE:** N/A

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**FINANCIAL ADVICE:** According to the Town Treasurer, sufficient funds have been budgeted for the audit.

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**RECOMMENDED ACTION:** Accept annual audit report for the year ending December 31, 2012.

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**SUGGESTED MOTION:**

**For Acceptance:** I move to accept the annual audit report for the year ending December 31, 2012.

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Reviewed:

  
Town Manager

